

AG Contract No. KR02-1812TRN
ADOT ECS File No. JPA 02-16
Project No. TEA 022-4(44)P
TRACS No. H4159 01C
Section: US 70 and 14th Avenue
(MP 338.4)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAFFORD

THIS AGREEMENT is entered into 13 December, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SAFFORD, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate equally in the design, construction and maintenance of a new warranted traffic signal at the intersection of US 70 and 14th Avenue, (MP 338.4), at a total estimated cost of \$120,000.00, hereinafter referred to as the Project, for the safety and benefit of the traveling public. The parties hereto agree that the Arizona Department of Transportation shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25484

Filed with the Secretary of State

Date Filed: 12/13/02

Betty Bayless

Secretary of State

By: Wm. D. Haeremwald

II. SCOPE OF WORK

1. The City will:

a. Upon execution of this agreement and receipt of an invoice, reimburse the State for 50% of the cost of the Project, an amount estimated at \$60,000.00.

b. Review the design documents and provide comments.

c. Be responsible for 50% of the cost of the traffic signal, estimated at \$60,000.00 and any of its proportionate share of Project cost increases. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

d. Upon completion, provide electrical energy to operate the signal, all at City expense. Grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance of the signal and ancillary equipment.

2. The State will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve City review comments.

b. Call for bids and award one or more construction contract(s) for the Project. Administer same, and make all payments to the contractor(s).

c. Be responsible for 50% percent of the cost of the traffic signal, estimated at \$60,000.00 and any of its proportionate share of Project cost increases. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion and acceptance of the traffic signal by the Arizona Department of Transportation, provide maintenance to the signal, all at State expense. Submit an invoice to the City for 50% of the cost of the Project, estimated to be \$60,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the advertisement of a Project construction contract, with thirty (30) days written notice to the other party.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602 712-7424

City of Safford
City Manager
Box 272
Safford, AZ 85546

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SAFFORD

By 
VAN TALLEY
Mayor

STATE OF ARIZONA
Department of Transportation

By 
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

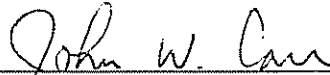
ATTEST

By 
SHARON FRENCH
City Clerk

RESOLUTION

BE IT RESOLVED on this 23rd day of September, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Safford, for the purpose of defining the responsibilities for the design, construction and maintenance of a new warranted traffic signal at the intersection of US 70 and 14th Avenue, (MP 338.4), for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in cursive script, reading "John W. Carr", is positioned above a horizontal line.

JOHN W. CARR, P.E. Staff Engineer
Development / Intermodal Transportation Division
for VICTOR M. MENDEZ, Director

JPA 02-16

RESOLUTION NO. 02-045

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAFFORD AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE INSTALLATION AND MAINTENANCE OF A TRAFFIC SIGNAL AT HIGHWAY 70 AND 14TH AVE.

WHEREAS, The City of Safford desires to pro-actively plan for traffic flow and safety requirements; and

WHEREAS, The Arizona Department of Transportation is willing to share the installation cost and maintain a traffic signal at Highway 70 and 14th Ave;

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Safford, Arizona, that the Mayor is authorized to enter an Intergovernmental Agreement with the State of Arizona, Department of Transportation, AG Contract No. KR02-1812TRN, for the installation of a traffic signal and the maintenance thereof at Highway 70 and 14th Ave., Safford, Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and City Council of the City of Safford this 12th day of November, 2002.

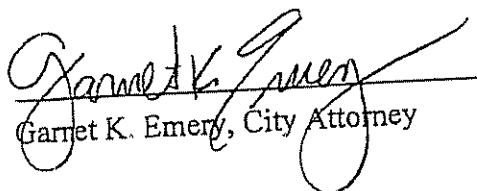

Van Talley, Mayor

ATTEST:



Sharon French, City Clerk

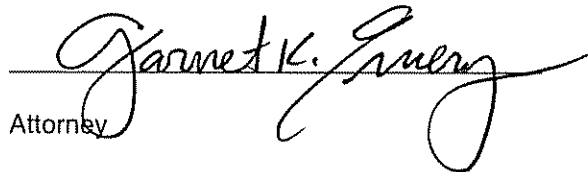
APPROVED AS TO FORM:


Garret K. Emery, City Attorney

APPROVAL OF THE CITY OF SAFFORD ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SAFFORD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 12th day of Nov, 2002.


Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

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INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR02-1812TRN (JPA 02-16), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED December 4, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.